



Request for Proposals (RFP)

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov

RFP B2013-15

RFP for Site Planning and Design of the Torrance Transit Park and Ride Regional Terminal – Phase II

RFP SUBMITTAL INFORMATION

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.

Late Proposals will not be accepted. No Exceptions

Location: Office of the City Clerk

3031 Torrance Blvd.

Torrance, CA 90503

Date: Thursday, May 16, 2013

Time Deadline: **2:00 P.M.**

The following items must be submitted in a sealed envelope, which must be clearly marked: **“RFP for Site Planning and Design of the Torrance Transit Park and Ride Regional Terminal – Phase II”**

- Seven (7) separately bound copies of proposal
- Original and six (6) copies of Proposal Submittal Form (Section III pages 25-29 of this document)

Prior to the issuance of a contract, the awarded Firm must provide the City of Torrance the following:

- Proof of insurance as indicated in Attachment 2.
- Proof of a City of Torrance Business License. For more information regarding business licenses, please contact the City of Torrance Business License Office at (310) 618-5923.

Notice of Mandatory Pre-Proposal Conference

The City will conduct a mandatory pre-proposal conference for prospective Consultants.

The pre-proposal conference will start promptly at the time and location listed below.

You must be on time and attend the entire Pre-Proposal Conference No Exceptions

Location: City of Torrance Service Facilities (City Yard)

Public Works Training Room

20500 Madrona Avenue, Torrance CA 90503

Date: Thursday, April 25, 2013

Time: 11:00 AM (Viewing of the 30% Design documents starts at 9:00 AM see page 2 for more information)

Questions Regarding this RFP Should be Directed to:

Ted Semaan P.E., Engineering Manager

Public Works Department

Phone: (310) 781-6900 or Email: TSemaan@TorranceCA.gov

SECTION I RFP INSTRUCTIONS AND INFORMATION**NOTICE OF REQUEST FOR PROPOSALS:**

Notice is hereby given that sealed proposals for the following described project will be received in the Office of the City Clerk, of the City of Torrance, California, City Hall, 3031 Torrance Boulevard, Torrance, CA, until **2:00 p.m. on Thursday, May 16, 2013**. An original and six (6) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: **"Site Planning and Design of the Torrance Transit Park and Ride Regional Terminal – Phase II RFP B2013-15."**

The City of Torrance:

The City of Torrance is situated on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of Streets, 1870 intersections, 34 developed parks-a total of 319.5 in acreage, and has an estimated population of approximately 145,438, which makes Torrance one of the top 10 cities in Los Angeles County in regards to population.

Mandatory Pre-Proposal Conference:

Consultants intending to submit a proposal on this project must ensure that a representative from their company is in attendance at the mandatory pre-proposal conference. Consultants submitting proposals without attending this conference will be disqualified. No exceptions will be allowed. The pre-proposal conference will start at the location listed on page 1 of this Request for Proposals. You must be present for the entire conference starting at 11:00 a.m.. The City has 4 copies of the completed 30% Advanced Conceptual Engineering design (ACE) Bridging Documents, which include the 30% design plans, specifications, that will be made available during a two-hour review period prior to the start of the pre-proposal conference. Individuals attending the review period and pre-proposal conference should be prepared to take adequate notes of their observations to assist them in preparation of their proposal submittal. Only the awarded Consultant will be provided the final 30% ACE Bridging Documents for further development under the contract awarded as a result of this RFP.

Proposal Format:

Interested Consultants must submit seven (7) separately bound copies of their proposal. One (1) of the Seven (7) must be an original. Proposals must include the following information in the ordered format outlined below:

- Cover Letter
- Proposal Submittal Form (Section III pages 25-29 of this document) and all addenda
- Table of Contents
 - 1 – Project Understanding & Approach
 - 2 – Firm Profile (information of prime and financial ability of firm)
 - 3 – Project Team (organization chart and brief biographies & experience of key personnel)
 - 4 – Relevant Projects & References
 - 5 – LEED Certification
 - 6 – Project Schedule

Reservations:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable Consultants to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be signed and attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

Affidavit:

An affidavit form is included with this RFP as Attachment 1. It must be completed and submitted as required, signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected.

Standards of Evaluation:

The City will be the sole determiner of suitability to the City's needs. Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications, prior experience with similar scope of work, financial capabilities, delivery, and cost.

Errors and Omissions:

The proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

Payments:

Complete payment on the contract price will be made in approximately thirty (30) days from date of delivery, or completion and acceptance, unless otherwise provided for in Proposer's proposal or in these specifications. Payments will be made upon verification and acceptance by the City of contract services performed and upon the City's receipt of a correct invoice.

Definitions:

Word	Definition as applied to this RFP
City	The City of Torrance
Vendor	The person, firm or corporation providing services to the City
Contractor	The person, firm or corporation providing services to the City
Firm	The person or vendor providing services to the City
Proposer	The person, firm or corporation providing services or submitting a proposal to the City
Contract	The agreement between the awarded Vendor and the City as a result of this Request for Proposals
Purchase Order	The agreement between the awarded Vendor and the City as a result of this Request for Proposals
Agreement	The agreement between the awarded Vendor and the City as a result of this Request for Proposals
Purchase Agreement	The agreement between the awarded Vendor and the City as a result of this Request for Proposals

Notice:

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

VENDOR: Will be determined upon award of contract.

City of Torrance Bid/RFP Protest Procedures:

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: www.Torranceca.gov Click on the following:

- Government
- Current Bids and RFPs
- View the City's Bid/RFP Protest Procedures here.

Consulting Services Agreement:

The Consultant to whom the award is made will be required to enter into a written contract with the City of Torrance. A copy of this RFP and the accepted proposal will be attached to and become a part of the Contract.

A sample of the City's Pro Forma Consulting Services Agreement is included with this RFP as Attachment 2. Although the City's Consulting Services Agreement complies with CA law for contracting with Architectural and Engineering firms and modifications are not encouraged, we request that your RFP identify any language, if at all, you may object to. Should an objection be identified, we request that you propose alternate language in the

RFP. Any objection(s) will not affect your rating. It will, however, provide the City with information to assist with quickly completing any negotiations subsequent to rating all Consultants.

Objective:

The City of Torrance is requesting proposals from qualified consultants to provide all architectural services, engineering services, site plans, cost analysis, and construction plans and specifications required to enable the City to advertise for bids for construction of the Torrance Transit Park and Ride Regional Terminal (Transit Terminal) and successfully complete the construction of the facility located on an approximately five (5) acre parcel of the fifteen (15) acre parcel at 465 Crenshaw Blvd. in City of Torrance, California.

This Request for Proposals (RFP) is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over performance, the needs of the City of Torrance will govern.

Project Background & Description:

The City's Transit Department (Torrance Transit) is a municipally operated transit system in the South Bay region of Los Angeles County. Torrance Transit directly operates a network of eleven (11) fixed bus routes serving the City of Torrance and the neighboring cities of Carson, Compton, El Segundo, Gardena, Hawthorne, Lawndale, Lomita, Long Beach, Los Angeles, Manhattan Beach, Redondo Beach and the unincorporated areas of Los Angeles County. System wide, on average, Torrance Transit experiences approximately 3.9 million passenger boardings per year. Torrance Transit has been in continuous operation for over 70 years serving the needs of South Bay residents. The purpose of constructing the Torrance Transit Park and Ride Regional Terminal (Transit Terminal) is to create a strategically located, multi-modal facility that meets the regional needs of South Bay residents. The construction of this facility will reduce single occupancy vehicle trips due to its close proximity to the I-405 and I-110 and its park and ride facilities. In addition the Transit Terminal will improve regional mobility linking Torrance Transit routes with other regional providers in the Transit Terminal.

The Transit Terminal at build-out shall include, but will not be limited to, the following:

- Leadership in Energy and Environmental Design (LEED) certified Transit Terminal building (approximately 10,000+ square feet), with the ability to house areas for small retail use, monthly pass sales, infrastructure to house ticket vending machines (TVMs), infrastructure for real time passenger information technologies (RTPI), operator layover area & amenities, supervisor offices, security office/post communications room, training/conference room and a storage room for janitorial supplies and sink;
- Transit Terminal with twelve bus berths, and the ability for two of them to serve 60-foot articulating buses;
- Sufficient amounts of layover space for buses to accommodate current and future demands;
- Approximately 250 space parking lot, with the ability to expand into an approximately 500 space parking structure;
- Drop-off Zone;
- Miscellaneous passenger information kiosks (including real-time information) and security amenities (CCTV Systems);
- Outdoor bicycle storage area;
- Anti-vandalism and anti-skating devices; and

- On-Site and Off-Site engineering design services for roadway, traffic signal, grading, drainage, sewer, water, electrical and communications, infrastructure to City standards to provide optimal on-site circulation for vehicles, bicycles and pedestrians.

The City previously awarded a design contract with an architectural firm to prepare ACE Bridging Documents to 30% completion, but since determined the preferred path to the next phase is to prepare a complete design and construction package for bidding purposes. Additional information regarding the ACE Bridging Documents can be found in Section II RFP Scope of Work.

Consultant Qualifications:

Desired Consultants and all work for this project shall be completed by Architects, Engineers and professionals registered/licensed to practice in the State of California with experience in the design and management of similar design projects within the last 10 years.

To assist prospective carriers in assessing their own qualifications for this solicitation, the following is a list of some of the specific qualifications that a potential consultant must have:

1. Experience and familiarity in site master planning and design of infrastructure including, but not limited to, drainage, sewer, water, utility and utility relocation, circulation, communications as well as roadway improvements inclusive of widening, channelization and traffic signals plans.
2. Experience and familiarity in designing a public building that complies with federal and state ADA requirements.
3. Experience and familiarity in designing a public building that complies with federal and state green building and energy efficiency requirements.
4. Experience in designing multi-modal LEED Certified transit facilities.
5. Experience and familiarity in designing buildings wired for computer networks, audiovisual integration between office areas, internal and external security systems, and two-way radio communication systems.
6. Experience with construction projects using state or federally funded programs.

Selection Criteria:

PART I – EVALUATION OF PROPOSALS: After receipt of proposals for this project, the City's project evaluation committee will evaluate proposals based on the criteria listed below (with exception of cost), and develop a short list of qualified Firms. The Firms on this short list will then be invited to interview with the City.

PART II – INTERVIEW: At the time of the interview, invited Firms must submit a detailed fee proposal that includes a cost for each task of the project using the format shown in Exhibit B of the Scope of Work section of the RFP. Firms may list any additional services and associated costs that are not covered in the City's scope of work. These items should be listed separately from those specifically requested so they may be considered.

PART III – POST INTERVIEW EVALUATION: After the completion of the interviews and the scoring of the interview and cost components, the City's project evaluation committee will invite the highest ranking Firm to negotiate a final contract as a result of this RFP. If negotiations fail, the next highest ranking firm will be invited to negotiate a final contract.

Evaluation Criteria	Maximum Points
Understanding of the Project, Scope of Work and completeness of Request for Proposals submittal	10
Relevant project experience and references by proposing firm in site master planning and design of infrastructure such as drainage, sewer, water, power, circulation, communications as well as roadway improvements inclusive of widening, channelization and traffic signals plans.	15
Relevant project experience and references by proposing firm and it's team of key personnel's individual qualifications, experience and capabilities to perform design of multi-story bus operations facilities including passenger terminals and related equipment in conjunction with complimentary adjacent land uses, customer parking (current & future) and unimpeded circulation within a constrained parcel comparable to the City's Project.	20
Experience and capability of proposer in providing plans and deliverables to complete entire work within the required scope and work schedule.	15
LEED/SUSTAINABILITY ELEMENTS – Experience with incorporating substantial design of green construction principals in the design of a bus operation facility.	10
Experience and capability in providing design review, constructability reviews, value engineering, cost estimating and scheduling.	10
Experience in the management and construction of transit terminals – park and ride facilities, transit facilities, office buildings or other construction projects of similar size and scope within the last 10-years.	10
Cost	10
Maximum Total Score	100

SECTION II RFP Scope of Work

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ATTACHMENTS:

EXHIBIT A – PROJECT SITE PLAN

EXHIBIT B – SCHEDULE OF FEE ESTIMATE (SAMPLE)

1. INTRODUCTION:

The City has prepared a Scope of Work, included herein, for the Site Planning and Design of the Torrance Transit Park and Ride Regional Terminal – Phase II project.

2. PROJECT BACKGROUND

The City of Torrance is requesting proposals from qualified consultants to provide all architectural services, engineering services, site plans, environmental services, cost analysis, and construction plans and specifications required to enable the City to advertise for bids for construction of the Torrance Transit Park and Ride Regional Terminal (Transit Terminal) to successfully complete the design and eventual construction of the facility located on an approximately five (5) acre parcel of the fifteen (15) acre parcel at 465 Crenshaw Blvd. in City of Torrance, California.

The currently vacant site is unimproved with variations in topography, drainage and no existing infrastructure to service the site. The design will need to build on the completed Advanced Conceptual Engineering design (ACE) Bridging Documents by RNL Architects, Design Guidelines and Standards by RNL Architects and Design Supplement by Frank R. Webb Architects, and shall include an assessment, recommendations and design of infrastructure to mitigate any grading and drainage issues for the entire approximately 15-acre site. The design will also need to include an assessment, recommendations and design and/or relocation of remaining infrastructure, water, sewer, power and communications to adequately serve the approximately 15-acre site to the satisfaction of the Public Works Director and appropriate utility agency.

The City previously awarded a design contract with an architectural firm to prepare the ACE Bridging Documents to 30% completion envisioning Phase II be a Design-Build process. However, it was determined the preferred path to the next phase is to complete the project with the Design-Bid-Build process to prepare a complete design and construction package for bidding purposes. The 30% ACE Bridging Documents include:

- A.** Site Plan that includes building layout, circulation, conceptual elevations; and
- B.** Civil Plans that include Circulation and Roadway; Site Preparation; Grading and Paving; Vertical and Horizontal Control; Traffic Signal and Striping; and
- C.** General Information Plans that include the LEED Scoreboard; and
- D.** Landscape Plans that include Landscape Notes; Site Plan; Landscape Plan; Irrigation Concept Plan; and
- E.** Structural Plans that include Foundation Plans; Framing Plans; Brace Frame Elevations; and
- F.** Architectural Plans that include various Floor Plans; Ceiling Plans; Canopy Plans; Various Elevation Plans; Building Sections; Wall Sections; Interior Elevations; Stairs and Elevators; Door and Window Types; Room Finish Schedule; and
- G.** Mechanical and Plumbing Plans; and
- H.** Electrical Plans that include Building Power Plans; Indoor & Outdoor Title-24; Lighting Fixture Plan; Electrical Site Plan; Building Lighting Plans; and

- I. A survey of the project area, establishing property and parcel lines, horizontal and vertical control for the project based on record documents and field surveying; and
- J. Identification of utilities in the project area to facilitate the final design and construction of the Project; and
- K. Geotechnical investigations at the 465 Crenshaw Blvd. / Transit Terminal site; and
- L. Identification of preliminary drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways; and
- M. A detailed Engineer's construction cost estimate for all recommended improvements identified.

It should be noted that City staff has defined the project description and project study area that will meet the needs of the environmental analysis.

The awarded Consultant shall further develop and build on the ACE Bridging Documents and provide design documents that will be inclusive enough to be the solicitation documents for a complete "Design-Bid-Build" sealed bid contract. The consultant shall incorporate the ACE Bridging Document plans, specifications and engineering estimates derived from the Site Planning and Design of the Torrance Transit Park and Ride Regional Terminal (RFP B2011-43) and the documents noted above to finalize designs and prepare a complete package for construction bidding purposes.

3. PROJECT BUDGET:

The project is funded by the Measure R Highway Program. The Torrance Transit Park and Ride Regional Terminal is identified by the Torrance Transit Department as the future transit Hub for busses within the South Bay. The project budget for design completion is \$1.3 million and construction is \$13.5 million.

4. IMPORTANT DATES:

Listed below are estimated dates and times of actions related to this Request for Proposal. The actions with specific dates must be completed as indicated unless otherwise changed by the City.

Description	Date
RFP Issuance (Revised as Addendum #1)	April 4, 2013
Mandatory Pre-proposal Conference	April 25, 2013
Last Day for submitting written questions	May 8, 2013
Post amendments to RFP, including answers to questions, supplements, and/or revisions to RFP	May 13, 2013
Proposals due on or before 2:00 P.M.	May 16, 2013
Develop short list of firms	May 2013
Interview shortlisted firms	June 2013
Award design contract	July 2013
Issue Notice to Proceed	July 2013
Completion of PS&E	January 2014

5. MINIMUM QUALIFICATIONS:

Desired Consultants and all work for this project shall be completed by Architects, Engineers and professionals registered/licensed to practice in the State of California with experience in the design and management of similar design projects within the last 10 years.

To assist prospective carriers in assessing their own qualifications for this solicitation, the following is a list of some of the specific qualifications that a potential consultant must have:

- 1.Experience and familiarity in site master planning and design of infrastructure including, but not limited to, drainage, sewer, water, utility and utility relocation, circulation, communications as well as roadway improvements inclusive of widening, channelization and traffic signals plans.
- 2.Experience and familiarity in designing a public building that complies with federal and state ADA requirements.
- 3.Experience and familiarity in designing a public building that complies with federal and state green building and energy efficiency requirements.
- 4.Experience in designing multi-modal LEED Certified transit facilities.
- 5.Experience and familiarity in designing buildings wired for computer networks, audiovisual integration between office areas, internal and external security systems, and two-way radio communication systems.
- 6.Experience with construction projects using state or federal funded programs.
- 7.Proposer has an office in the state of California.

6. SCOPE OF WORK:

Work Performed by Proposer:

All potential Consultants will be required to attend a mandatory pre-proposal conference shown at the date and time listed on page 1 of this Request for Proposals. The 30% ACE Bridging Documents derived from the "Site Planning and Design of the Torrance Transit Park and Ride Regional Terminal proposal (RFP B2011-43)" will be available for review to all attendees during a two-hour review period prior to the start of the pre-proposal conference. The Consultant shall base the proposed designs on the Bridging documents and must prepare final programming, schematic design, design development, construction and operational cost estimation, phasing plan preparation, implementation scheduling, bid solicitation package, bid review support, and construction support services for the Transit Terminal. The awarded Consultant will be provided copies of the 30% bridging documents for review and final scope of work renegotiations with the City.

Prior to starting the tasks described below, Consultant shall prepare and submit a work plan for this project, which shall summarize the Consultant's approach to completing the tasks. The work plan shall included a detailed schedule of the engineering and design effort, and shall show all major milestones along with the dates Consultant plans to meet the milestones. The work plan shall be submitted to the City for review and approval prior to initiating work on the tasks discussed below. Consultant's services shall include but not be limited to the following major tasks:

TASK I Project Commencement

TASK II - Design Refinement

TASK III- Subdivision Parcel Map

- TASK IV Contract Deliverables**
- TASK V - Project Coordination**
- TASK VI -Universal Fare System**
- TASK VII -Sustainable Building Design**

TASK I – PROJECT COMMENCEMENT

A. Project Kick-Off Meeting

A pre-design meeting shall be scheduled with the Consultant and the City at the commencement of the project. Consultant shall prepare the meeting agenda to discuss the project work plan, which includes, but is not limited to, project requirements, scope of work, schedule, and communication plan (lines of communication between the City, Consultant, and other agencies involved in the project). Consultant shall distribute meeting minutes, including all action items.

B. Information Gathering

The Site Design Plan shall clearly embody the goals of the City of Torrance with the overall planning and development of the entire 465 Crenshaw Blvd. property as an efficiently flowing and well-integrated transit terminal. The Consultant shall complete the following tasks:

- Collection, receipt and timely acknowledgement of electronic media, emails, postal mail, and package delivery as needed to assure proper consideration of drawings, data and other information.
- Review the 30% ACE Bridging Documents, Design Guidelines & Standards and Design Supplement, research, obtain, and review all available data to prepare the final project plans, specifications, and engineering estimates (PS&E).
- Review existing and provide new boundary, topographic, underground utility surveys, and geotechnical reports for the Project Site.
- Perform soil borings of areas of excavation for structure or infrastructure to ensure favorable soils conditions for all necessary construction activities.
- Participate in meetings with City staff, Environmental Consultant, public meetings/hearings, and other potential transit operators/stakeholders as deemed necessary by City staff.

C. Research/Review of Available Data

The Consultant shall research, obtain and review all available data as a reference to prepare the preliminary and final PS&E. Data shall include, but is not limited to: State, County, City, utility and other records/documents; existing street, signal, storm drain, gas, sewer and water main improvement plans; topographic data maps; record drawings; wet and dry utility plans (to determine size and location); geotechnical reports; survey centerline and private property monument data; and other pertinent information. Consultant shall prepare a table summarizing the obtained data and submit a copy to the City and utility agencies. Consultant shall review this information with the City prior to beginning any surveys and preliminary design.

The Consultant shall research, obtain and review all available data as a reference to prepare the preliminary and final PS&E and incorporate the 30% ACE Bridging Documents, which consist of performance drawings and specifications that describe the size and character of the proposed project; inclusive of architectural, civil, structural, mechanical, plumbing, electrical, emergency generator power, communications, CCTV, real-time passenger information, site lighting, security, fire sprinkler/fire alarm, materials, equipment and such other essentials.

D. Site Evaluation

The Consultant shall perform a field inspection of the site and the adjacent areas that may be impacted by this project. Consultant shall verify all record drawings and other data related this project; identify constraints that may influence proposed design and/or impact construction; and identify all necessary improvements (i.e. road pavement needing either localized repair/reconstruction or overlay; curb and gutter, cross-gutters, sidewalk/curb ramps and driveways needing either to be replaced or constructed). Consultant shall create a photo log and map of key project areas.

Consultant may schedule a City representative to be present during the site evaluation(s) and/or inspection(s).

During the course of Consultant's evaluation and execution of these tasks, Consultant shall consider the full range of information needed to complete subsequent Tasks. Consultant shall make reasonable and timely requests, and the City shall not unreasonably withhold available key site information under its range of control. Such information may include property lines, easements, setbacks and topography. Consultant shall review these documents supplied by the City, and issue their opinion as to whether or not the documents are sufficient for the Consultant design effort. If the documents are found to be deficient or lacking critical information required for development of the design documents, Consultant shall be responsible to acquire such information with no additional compensation for such work. This review will include the entire fifteen (15) acre parcel located at 465 Crenshaw Blvd. Consultant shall be responsible for accessing all other related site information necessary for the diligent preparation and completion of the project PS&E package.

TASK II – DESIGN REFINEMENT

The Consultant shall review the 30% ACE Bridging Documents, Design Guideline and Standards and Design Supplement and prepare a list or work plan summary of what has been done and what needs to be done to prepare the final PS&E. This work plan will help reduce overlapping tasks that have been done under the 30% ACE Design phase.

A. Utility Research & Notification

The Consultant shall research and obtain available existing utility records within the project site; notify all utility agencies impacted by this project; and compile a Utility Notification and Response Log in a table format to include utility agency's name, dates of notification, persons notified, and responses received from utility agency. Copies of this information shall be provided to the City.

Notifications shall include:

- Initial Utility Information Request, and all follow-up notifications for subsequent plan submittals
- Prepare to Relocate Notice (if applicable)
- Notice to Relocate (if applicable)

Utilities to be notified will include, but are not limited to: Southern California Edison, AT&T, Verizon, Southern California Gas Company, Time Warner Cable, petroleum companies, water, sewer and storm drain agencies.

B. Utility Potholing

The Consultant shall provide an allowance, not to exceed \$25,000, for utility potholing. Locations shall be based on information received from utility investigations. Pothole locations and depths shall be marked on the pavement surface and shall show both horizontal location and depth from surface to the utility.

Compensation will be based on actual cost plus 7% markup, but may not exceed \$25,000. From the utility research and utility potholing, Consultant shall compile and incorporate utility information on the site layout plan sheets. Conflicts with existing utilities shall be identified for resolution with the conflicting utility. *(Note: This item may be deleted by the City if it is determined not needed for construction).*

C. Utility Coordination

The Consultant shall coordinate with the utility agencies throughout the design phase and obtain utility “sign-offs”. If the proposed improvements interfere with existing utilities, Consultant shall arrange for potholing by the utility. Otherwise, any needed potholing will be performed under the potholing allowance provided in this scope. If required, Consultant shall obtain necessary permits from any agency or utility company that are required for construction of the project.

D. Facade Improvements

The Consultant shall review the facade as it is detailed in the 30% ACE Bridging Documents, Design Guidelines and Standards and Design Supplement, check with the Engineer to determine the necessary modifications, and make recommendations for facade improvements for review and approval by the City prior to proceeding with final designs.

E. Infrastructure Studies

The Consultant shall review all traffic studies, hydrology and hydraulic studies, water & sewer studies, utility records and other related project documents and incorporate all identified mitigation measures in the Transit Terminal designs. If, at the time of award, the final reports of the above are incomplete, then the Consultant shall complete and finalize the necessary reports to accomplish the above.

F. Value Engineering

Since the Transit Terminal is 30% complete in design, an emphasis will be placed on value engineering that may be used to lower the overall project cost to fit the project budget. The Consultant shall develop constructability and value engineering suggestions throughout the phases of design considering different design/material/life cycle elements.

A Value Engineering Analysis report shall be submitted to the City at the 95% design stage that includes the following:

- Project goals and objectives
- Program/project description
- Scope of analysis
- Value Engineering methodology
- Summary of Value Engineering alternatives and associated cost savings

TASK III – SUBDIVISION PARCEL MAP

The Consultant shall prepare and submit the necessary documents to the City for approval to subdivide the approximately 15 acre parcel in compliance with the Subdivision Map Act, the Land Surveyor's Act, the site plan and a current title report. This task includes, but is not limited to, the review of survey documentation, conducting field surveys, lot and boundary closure calculations, dedications and easement provisions, legal descriptions and completeness, accuracy of data notation, and the completion of the final parcel map.

TASK IV – CONTRACT DELIVERABLES

A. 65% and 95% Plan Submittals

The Consultant shall design the ultimate build out of the Torrance Transit Park and Ride Regional Terminal Project and associated off-site improvements. The Consultant shall prepare and submit plans to the City and utility agencies at the completion of 65% and 95% design stages. Plans shall be on 24" x 36" black lined bond paper sheets, unless otherwise required for utility agencies. Consultant shall submit ten (10) printed sets of plans and a PDF copy to the City for each submittal. All final construction plans and specifications shall be prepared consistent with City format and in accordance with the latest applicable codes and standards.

The Consultant shall submit the following documents to the City for review at each stage:

- Building codes and local ordinances research and analysis.
- Site plan showing the proposed improvements for the Transit Center site along with remaining 10± acres. The site plan will also identify aboveground/underground electrical, gas, water and other utilities and how they will be relocated/removed for the proposed site plan.
- Site plan showing entrance/exit points, locations of each component by dimension, finished contours, ground floor elevations, location and extent of pavement, roads, walks, ramps, utilities and site landscape.
- Floor plans for the proposed project showing room layouts for all programmed spaces by function including space requirements for major equipment and for interior vehicle circulation.
- Building elevations, sections, schedules and notes as required defining Architectural and Structural Systems.
- Single line diagrams and utility connections, power distribution, plumbing and mechanical systems. Utility connections shall be approved by local water, gas, telephone and electric utility agencies with City staff supervision.
- Performance specifications including General Requirements, Work, Site Work, Architectural Work, Structural Work, Plumbing and Mechanical Work and special equipment.
- Infrastructure design for grading, drainage, sewer, water, power, communications and circulation to adequately service and connect the entire 15-acre site to systems in the public right-of-way along Crenshaw Boulevard.
- Off-Site infrastructure design for street lighting, utility relocation and roadway modifications, inclusive of turn pockets, channelization, signal modifications, and access points.
- Identify annual energy consumption estimates of natural gas, electricity, water, etc...
- Ten (10) sets of full size plans prepared with AutoCAD 2011 or latest City version.
- Five (5) copies of performance specifications prepared in Microsoft Word 2007 or latest City version.
- Five (5) copies of bar chart schedule.
- Five (5) copies of detailed preliminary construction schedules showing normal and expedited timelines.

The Consultant shall allow at least three (3) calendar weeks for the City's review of each design submittal. Consultant shall attend design review meeting held by the City to resolve design review comments.

B. Quantity Calculations & Cost Estimates

The Consultant shall submit preliminary quantities and construction cost estimates at the 65% and 95% submittals. The Consultant shall prepare multiple estimates. The first being an estimate of construction costs for the Torrance Transit Park and Ride Regional Terminal, based on the final site concept. The second cost estimate shall be on the completed set of PS&E documents. The cost estimate shall consider both hard and soft costs, and shall assume start of construction in Spring of 2014 for escalation purposes. Lastly, the Consultant shall develop a detailed estimate for operational costs of the Transit Terminal, inclusive of utilities, maintenance and equipment upkeep and replacement.

Unit prices will be based upon the most current cost information for a recent, similar project. The final quantity/cost estimate will be based on the final construction plans and submitted with the 100% submittal. Cost estimates shall include a 5% contingency.

The Consultant shall compare its estimated construction costs for the 65% and 95% submittal to the total project budget for design and construction. If the Consultant's estimated costs exceed the budget, the Consultant shall inform the City and provide recommendations for costs reduction.

C. Project Specifications

The Consultant shall prepare the project specification using the City's standard "boiler plate" specifications (Word 2007) and prepare the Special Provisions portion of the Construction Specifications and Contract Documents suitable for bidding and awarding of the Contract. These special provisions will be incorporated into the City's standard construction document package. Consultant shall prepare the Bid schedule.

D. 100% PS&E Submittal

The 100% submittal shall include an electronic and ten (10) complete hardcopy sets of: all plans, specifications/special provisions and quantities/cost estimate for final review. Minimal corrections may not be needed, but should be expected. Plans shall be on 24" x 36" black lined bond paper sheets.

E. Final Submittal

Upon City approval of the 100% plans/specification submittal, Consultant shall submit a complete set of stamped/signed (CA Registered Civil Engineer) original plans on mylar, an unbound set of stamped/signed specifications/special provisions, and a quantities/cost estimate. The Consultant shall also submit an electronic copy of all final AutoCAD drawings (with x-refs and plot configuration files), specifications/special provisions in Microsoft Word format, and quantities/cost estimate in Microsoft Excel format on a CD-ROM.

TASK V – PROJECT COORDINATION

The Consultant shall perform all project management services during the course of the project, as required, to complete its contract work (i.e. General Project Coordination, Preparation of Schedule, Quality Control, Progress Reporting, and Sub-consultant Management).

A. Meetings

To ensure understanding of the contract objectives and facilitate coordination within the team, meetings between the City and Consultant shall be held, at a minimum, bi-weekly for progress meetings, at the start of each task, and at the 65% and 95% submittals. Project objectives, schedules and any other issues will be discussed and resolved and/or assigned for follow-up.

At the 65% and 95% meetings, Consultant shall bring ten (10) copies of any completed plans, specifications, estimate and an updated project schedule for submittal.

In addition, the Consultant should be prepared to make presentations to and secure approvals from City staff and the City Council at appropriate times during the course of the project. The Consultant shall assume at least five presentations to the City Council or public during the course of this project.

B. Reimbursable Expense

This task is intended to budget for reimbursable expenses that are associated only with reprographics of plans and paper documents, and postage when making submittals to the City and other agencies or utility companies. Costs to print documents, produce reprographics, and postage for consultant's internal review and/or coordination with satellite offices or sub-consultants should be included in the fees for the various tasks.

C. Bid & Construction Support

The Consultant shall provide bid and construction support at the end of the project design. The Consultant will commence bidding and construction support services as outlined below:

- Conduct construction bidders pre-screenings to insure compliance with the project intent and determine bidders' further eligibility to compete. Assign a status to each bidder, either *Active Applicant* or *Disqualified Applicant*, and notify all bidders of their respective status.
- Attend the pre-construction meeting, and the bi-weekly on-site construction progress meetings to address field questions and to determine if the work is proceeding in accordance with the contract documents.
- Respond to contractor's Request for Information (RFI). The Consultant shall assist the City in reviewing change orders and shall prepare sketches and cost estimates related thereto.
- Assist the City in review and acceptance of shop drawings, samples, and other submittals
- Conduct inspections of the site to determine dates of substantial completion and final acceptance. The Consultant shall review "As-Built" drawings, written guarantees, Operation and Maintenance manuals and related documents assembled by the contractor.
- Provide contract close-out support as needed.

The Consultant should be readily accessible to meet with City staff during the progression of the project. All work for this project shall be managed and performed out of the Consultant's local office. Where appropriate, the City will provide all relevant data in its possession that pertains to this project. The City assumes no liability with respect to the sufficiency or accuracy of any information supplied. The Consultant shall be responsible for evaluation of all information supplied by the City. *(Note: This item may be deleted in part or in whole by the City.)*

TASK VI – UNIVERSAL FARE SYSTEM

In coordination with the region's Universal Fare System, the Consultant shall coordinate with Metro's New Technology and Revenue departments to ensure that the appropriate revenue collection technologies and provisions are integrated into the design of the Transit Terminal. Currently, Torrance Transit is not on the Transit Access Pass (TAP) program; however in designing this facility the City would require Consultant to incorporate all necessary infrastructures to be able to incorporate this technology. The Universal Fare System could include, but is not limited to, fare validation and ticket vending machines. All infrastructure required to do so must be closely coordinated with the City, Metro, and the vendor, so that the contractor can appropriately bid on the final construction package.

TASK VII – SUSTAINABLE BUILDING DESIGN

It is the objective of the City that the design and the construction of the Transit Terminal will demonstrate the Leadership in Energy and Environmental Design (LEED) as defined and certified by the U.S. Green Building Council (USGBC), in accordance with the Green Building Rating System. The Consultant shall address this requirement in the PS&E documents and implement improvements in regards to energy conservation, use of sustainable materials and systems, and other measures to achieve a USGBC rating of "Gold" at minimum, with a preferred goal of "Platinum".

The Consultant shall review and make modifications as necessary to the Final Sustainability Report developed by RNL Architects as shown in the Design Standards and Guidelines and related 30% ACE Bridging Documents to achieve the goals as outlined above. The Consultant shall ascertain the feasibility of the proposed strategies and goals set forth in meeting the Design for One Earth program and finalize the information and calculations to incorporate them in the 100% designs.

General Requirements:

Architectural Requirements

1. Conform to code requirements and local ordinances.
2. Develop a unique and aesthetic design of the Transit Terminal that will enhance the City's profile and provide a seamless, well-functioning site layout.
3. The design should reflect the spaces and functional needs of the City. The new Transit Terminal shall be designed in conformance with the standards of a high-level of commercial and industrial quality appropriate for public transit use.
4. The Consultant shall review the proposed Materials, Finishes and Colors for the Transit Terminal exterior called for by the City and propose alternates as required. All materials will exhibit the properties of durability and ease of maintenance consistent with commercial and industrial quality construction.

Civil Requirements

1. Verify existing site conditions and utilities within project affected areas.
2. Identify referenced building codes and requirements for design and construction of civil work.
3. Identify design parameters on each civil work item and type of material.
4. Show the extent of site work including utility removal and relocation.
5. Specify design requirements based on record data and field surveying for all site works including excavation, grading, drainage, site utilities, driveways, pavement, ramp, curb and gutter, sidewalk, landscaping, irrigation, yard lighting, site signage, traffic control devices, etc.
6. Provide Geotechnical Investigation Report for above related work.

7. Specify inspection and testing requirements.
8. Specify quality controls on materials and workmanship.

Structural Requirements

1. Identify referenced building codes and requirements for design and construction of structural work.
2. Provide Geotechnical Investigation Report for foundation design.
3. Identify design parameters for all structural elements including product information.
4. Develop performance specifications and drawings for structural elements and associated connections.
5. Specify inspection and testing requirements.
6. Specify quality controls on materials and workmanship

Mechanical Requirements

The Consultant shall provide complete functional and operational mechanical systems; provide complete design calculations, construction drawings, and specifications to the City for review and approval and provide complete specifications.

All Materials shall be brand new and standard products of manufacturer's regularly engaged in the manufacture of such products. Products shall be commercially available and energy efficient and meet LEED design requirements.

A. Program Requirements

- a. The complete heating, ventilating, air conditioning, electrical, plumbing and fire protection systems and methods of full architecturally compatible screening shall conform to the latest applicable City municipal codes and ordinances and be incorporated in the final design. All codes shall be the latest adopted versions with amendments.
- b. HVAC systems will be provided in these facilities to maintain an optimum environment for the operation and to prolong the life of the equipment by proper control of temperature, pressure, and humidity.
- c. Code Criteria: Heating, Ventilation, Air Conditioning, Plumbing, Electrical and Fire Protection General Requirements.
 - i. Comply with requirements of all legally constituted authorities having jurisdiction.
 - ii. Comply with State of California Building Code requirements for seismic restraint parameters.
- d. Provide all materials, not specifically described but required for a complete and proper designation.
- e. Provide all fire life safety measures.
 - i. Design fire/smoke dampers at all rated separations.
 - ii. Design smoke detectors as required by code that will be integrated with fire alarm and detection system.
 - iii. Design sprinkler, fire alarm and detection system throughout the Building. These shall be approved by the California State Fire Marshall.
- f. Air balance/water balance shall be performed by an independent Consultant.
- g. Title 24 calculations

Plumbing Requirements

- A. The scope of work for the plumbing system shall include domestic cold and hot water to fixtures in the restrooms and in the entire Building, waste and vent systems, rainwater drainage system, gas service to the HVAC equipment, fire pump and fire protection system.
- B. Comply with all pertinent codes and regulations of all governmental agencies having jurisdiction. The plumbing system shall include all domestic plumbing required for all plumbing fixtures and equipment as well as mechanical equipment.

Electrical Requirements

- A. The scope of work for the electrical system shall include power and lighting; power service and distribution; Closed Circuit TV system; security system; telephone and data system; card access system; clock system with GPS master clock; wiring and conduits for fare collection equipment, power and control wiring to mechanical, plumbing and building systems and PA system.
- B. Comply with all pertinent codes and regulations of all governmental agencies having jurisdiction.
- C. Electric power distribution:

- a. The electric service to this building shall be designed with flexibility to allow power services for future expansion of the Transit Terminal which may require primary high voltage supply from the electric utility.
- b. The building power main and distribution switchgear, motor control centers, transformers, generator and power panels shall be of sufficient capacity to power all loads. The power distribution switchgear, transformers, generator, MCC and all panel boards shall be sized based on all connected load plus 40% of future loads. The main circuit breaker and incoming feeder size for each electrical system shall be based on the calculated load, 40% future loads. The electrical system shall have minimum 40% spare capacity spaces to provide power for future loads and 25% spare breakers. The generator unit shall be sized base on all critical loads plus 40% of future loads.

- c. Power Supply Reliability:

The power distribution shall be fed from new main distribution switchgear. The Contractor shall provide power in the most economical and efficient manner per approved final design to meet functional requirements

The Contractor shall provide new service as approved by SCE. Contractor shall include alteration and upgrade to the existing utility service to the facility required by SCE.

- D. Equipment

I. Overload Coordination

Phase over current and ground fault devices shall be coordinated such that arc flash faults, ground faults, short circuits, or overloads will trip only the immediate upstream protective device from the point where the fault or overload occurs. Series rated system is not acceptable.

II. Low voltage distribution

- a) 277/480V, 3-phase, 4-wire.
- b) 120/208V, 3-phase, 4-wire

E. Lighting

a. General

The Contractor shall conform to the lighting criteria contained herein for, any building being extended or modified, provide the functional and aesthetic guidelines necessary to design lighting. Conformance with the criteria is necessary to ensure adequate lighting levels for the system facilities and provide intended quality, convenience, efficiency, and easy maintenance. Provide interior, exterior and site lighting.

b. Standard Equipment

All luminaries and lamp types shall provide design and perceptual unity and simplify maintenance requirements. Emergency lighting shall be provided in the all path of egress. A minimum of one foot-candle is required for emergency lighting.

c. Illumination Levels

- I. Illumination levels shall define and differentiate between task areas, decision and transition points, and areas of potential hazard. In addition to quantity of lighting, it is essential that illumination be designed to minimize glare and/or interfere with task accuracy. The minimum foot-candle level shall per latest IES standard and meets Title 24 requirements.
- II. Dual occupancy sensor type switches and digital timer controls.

F. Title 24 Calculations

Work Plan:

Prior to the beginning of the work, the awarded Consultant must provide the City a schedule and work plan for approval.

Proposal Submittal:

Consultant shall prepare Preliminary Engineering documents in accordance with the City design criteria and requirements. The Consultant shall include actions specified below:

- A. Pay costs of legally required sales, consumer, gross receipt and use taxes, and governmental fees and permits.

- B. All submittals of the design documents shall comply with the City Policy and Procedures for design review and acceptance.
- C. Perform work in accordance with applicable codes, ordinances, rules, regulations, orders and other legal requirements of governmental bodies and public agencies, including the City of Torrance. Modify above-mentioned services under permit of City.
- D. Coordinate with the City of any field verification and survey study at the project site. Consultant's personnel shall follow the City's safety regulations when performing any field work.
- E. Maintain order, safe practices, and proper conduct among the Consultant's employees and team members. The City may require that disciplinary actions be taken against an individual for his/her disorderly, improper or unsafe conduct.
- F. Consultant shall have **one project manager** who shall have full responsibility for management and coordination of the project. The person shall be selected at the start of the project and remain as the sole contact with the City for the entire duration of the project. Changes may be made at the discretion of the City. The Consultant's project manager shall coordinate and work closely with the City designated project manager to obtain direction, recommendation and resolve any issues related to this project. The project manager shall conduct regular progress meetings to address/resolve any issues and to keep all team players well informed/synchronized.

EXHIBIT A PROJECT SITE PLAN

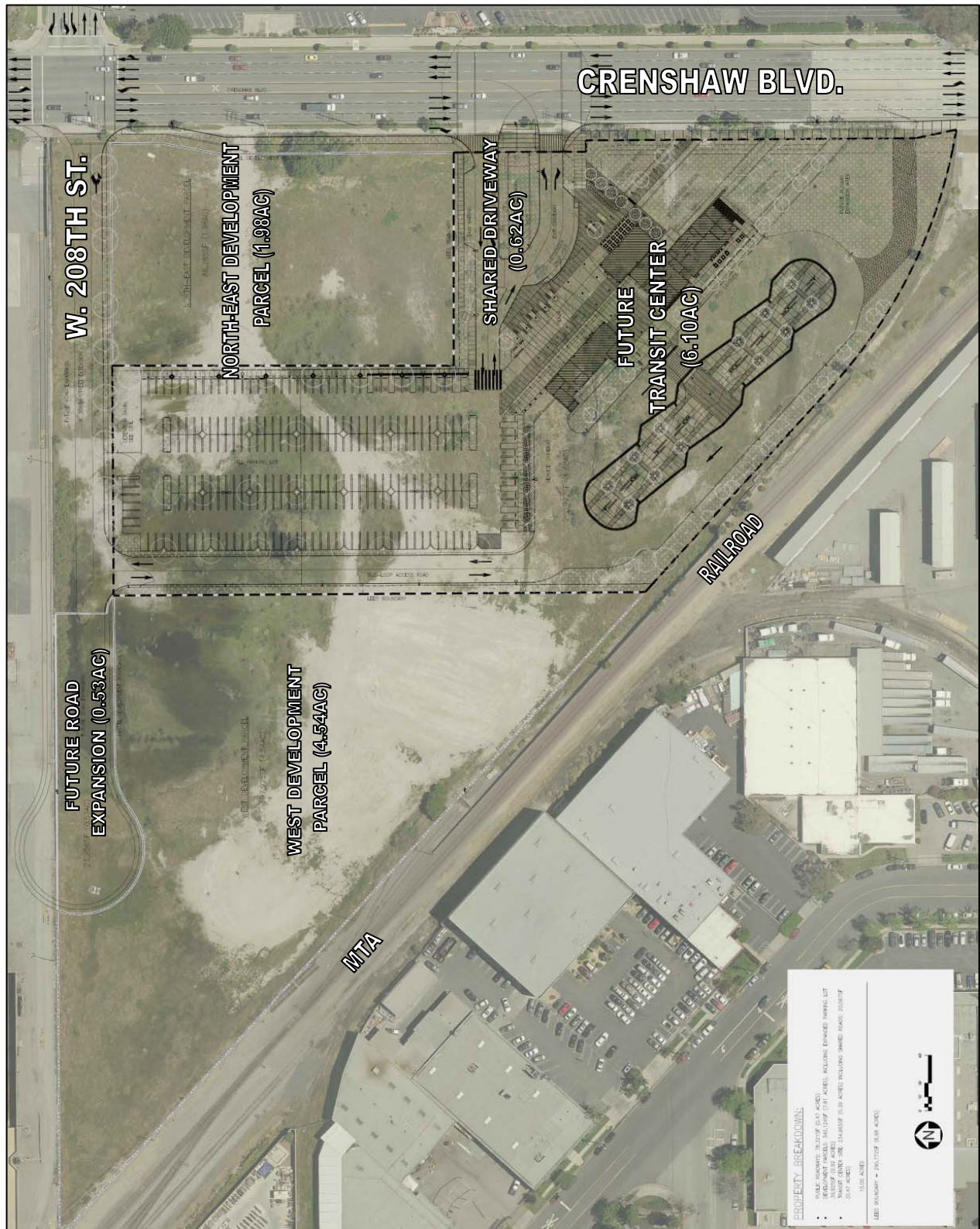


EXHIBIT B

SCHEDULE OF FEE ESTIMATE (SAMPLE)

TO BE SUBMITTED AT THE TIME OF FIRM'S INTERVIEW WITH THE SELECTION COMMITTEE

CONSULTANT'S SERVICES	Project Manager	Engineer	Admin	Consultant	Total
PROJECT COMMENCEMENT					
Project Kick-Off Meeting					
Information Gathering					
Research & Review Available Data					
Site Evaluation					
<i>SUBTOTAL - Project Commencement</i>					
DESIGN REFINEMENT					
Utility Research & Notification					
Utility Potholing					\$25,000
Utility Coordination					
Facade Improvements					
Infrastructure Studies					
Value Engineering					
<i>Subtotal - Design Refinement</i>					
SUBDIVISION PARCEL MAP					
<i>Subtotal - Subdivision Parcel Map</i>					
CONTRACT DELIVERABLES					
65% and 95% Plan Submittals					
Quantity Calculations & Cost Estimate					
Project Specifications					
100% PS&E Submittal					
Final Submittal					
<i>Subtotal - Contract Deliverables</i>					
PROJECT COORDINATION					
Meetings					
Reimbursable Expenses					
Bid & Construction Support					
<i>Subtotal - Project Coordination</i>					
UNIVERSAL FARE SYSTEM					
<i>Subtotal - Universal Fare System</i>					
SUSTAINABLE BUILDING DESIGN					
<i>Subtotal - Sustainable Building Design</i>					
TOTAL FEE =					\$

SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Invitation to RFP", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

Name of Company

Street Address

City

Zip Code

Telephone Number

Fax Number

Printed Name/Title

E-Mail Address

Signature

Date

Form of Business Organization: Please indicate the following (check one);

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other: _____

Business History:

Years in business under your current name and form of business organization? _____ Years If less than three (3) years and your company was in business under a different name, what was that name?

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information:

Printed Name

Title

Telephone

E-Mail Address

Addenda Received: Please indicate addenda information you have received regarding this RFP:

Addendum No.	Date Received

Addendum No.	Date Received

☐ No Addenda received regarding this bid.

Payment Terms:

The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

What are your discounted invoice terms: _____. ☐ We do not have discounted terms.

References:

Please supply the names of companies/agencies for which you recently supplied comparable services as requested in this RFP. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred.

Name of Company/Agency: _____

Address: _____

Name of Person to Contact: _____

Phone Number of Contact: _____

Project Description: _____

Name of Company/Agency: _____

Address: _____

Name of Person to Contact: _____

Phone Number of Contact: _____

Project Description: _____

Name of Company/Agency: _____

Address: _____

Name of Person to Contact: _____

Phone Number of Contact: _____

Project Description: _____

Sub Consultants: Any of the proposed work to be sublet to any person or firm must be listed and the identity of the sub consultant must be specified below. Attach additional sheets as necessary. The City reserves the right to directly request project related documentation from sub consultants.

1) _____
Name of Firm Firm Type

Address / City / State

Contact Person Telephone Number/ Fax Number Email

2) _____
Name of Firm Firm Type

Address / City / State

Contact Person Telephone Number/ Fax Number Email

3) _____
Name of Firm Firm Type

Address / City / State

Contact Person Telephone Number/ Fax Number Email

4) _____
Name of Firm Firm Type

Address / City / State

Contact Person Telephone Number/ Fax Number Email

Consultant Name: _____

RFP Submittal Requirement and Acknowledgement			
<p>Consultants are required to place a check mark in Column A indicating that your proposal is as per the specifications of this Request for Proposals.</p> <p>Consultants are required to place a check mark in Column B indicating that your proposal deviates from the specifications of this Request for Proposal. If you are proposing anything other than what is specified, you must explain in detail how your proposal differs by attaching additional pages to your RFP submittal and indicating the page number in Column C.</p> <p>You may attach additional sheets to your RFP submittal describing in detail the service you are proposing. You must indicate the page number of your attachment in Column C.</p>			
Description	Column A	Column B	Column C
RFP Specification/Requirement	Place a check mark in this column indicating that your proposal is as per the specifications in this RFP	Place a mark in this column if you are proposing something different than what is specified in this RFP	You may attach additional sheets to your proposal submittal describing in detail the service you are proposing. Please reference the page number of your attachment in the space below.
Submittal includes seven (7) separately bound copies of proposal (1 original and 6 copies)			
Task I: Project Commencement			
Task II: Design Refinement			
Task III: Subdivision Parcel Map			
Task IV: Contract Deliverables			
Task V: Project Coordination			
Task VI: Universal Fare System			
Task VII: Sustainable Building Design			

_____ being first duly sworn deposes and says:

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

Hereinafter called “proposer”, who has submitted to the City of Torrance a proposal for

Site Planning and Design of the Torrance Transit Park and Ride Regional Terminal – Phase II

2. That the proposal is genuine; that all statements of fact in the proposal are true;
3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this _____ day of _____, 20_____.

(Proposer Signature)

(Title)

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Insert name and business entity description, i.e. XYZ Corporation, a California Corporation ("CONSULTANT").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to Insert brief description of services.
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for Insert brief title of RFP, RFP No. Insert RFP No. (the "RFP").
- C. CONSULTANT has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY is willing to award the contract to CONSULTANT.

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONSULTANT**

CONSULTANT will provide the services and install those materials listed in CONSULTANT's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.

2. **TERM**

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through .

3. **COMPENSATION**

A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the compensation schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$Insert dollar amount ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly, within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter

accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. **Termination for Breach of Law.**

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the City determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONSULTANT authorizes the CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONSULTANT's acts or omissions in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. THE CITY'S REPRESENTATIVE

Insert a specific person is designated as the “City Representative,” authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. CONSULTANT REPRESENTATIVE(S)

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

9. INDEPENDENT CONTRACTOR

The CONSULTANT is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT’s employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

10. BUSINESS LICENSE

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform the CITY of that fact and may not proceed except at CONSULTANT’s risk until written instructions are received from the CITY.

13. CARE OF WORK

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all

damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONSULTANT's time pertaining to the project, and records of accounts between the CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. INSURANCE

A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and

- (b) Primary Property Damage of at least \$250,000 per occurrence; or
- (c) Combined single limits of \$1,000,000 per occurrence.
- (2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
- (3) Professional liability insurance with limits of at least \$1,000,000 per occurrence.
- (4) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

- B. The insurance provided by CONSULTANT will be primary and non-contributory.
- C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONSULTANT agrees that the minimum limits of any insurance policies and/or performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

- (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
- (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
- (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
- (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
- (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONSULTANT:

Fax:

CITY:

City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as set forth in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONSULTANT'S AUTHORITY TO EXECUTE

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE,
a Municipal Corporation

Insert name of business
Insert type of entity

Frank Scotto, Mayor

By: _____
Insert Name and Title

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: RFP
Exhibit B: Proposal

Revised...: 10/29/2008

EXHIBIT A

REQUEST FOR PROPOSALS

[To be attached]

EXHIBIT B

PROPOSAL

[To be attached]